

# OKiRACOON Terms of Service

## Chapter 1. General Provisions

### Article 1 (Applicability of Terms)

N.T.T. Media Supply Co., Ltd. (hereinafter referred to as "the Company") provides OKiRACOON (hereinafter referred to as "the Service") based on the OKiRACOON Terms of Service (hereinafter referred to as "these Terms").

### Article 2 (Definitions)

1. "OKiRACOON Member (hereinafter referred to as "Member")" refers to a person who has registered as a member by agreeing to these Terms and following the prescribed method.
2. "The Service" refers to the mobile router rental service with charging function provided by the Company
3. "Member site" refers to the member-exclusive pages where various functions provided by the Company can be used by logging in using the unique ID issued at the time of member registration or a specific external service account designated by the Company.
4. "Device" refers to the communication equipment terminals (SIM, various terminals) and related equipment that make up the Service.
5. "Telecommunications facilities" refers to the machinery, apparatus, lines, and other electrical equipment required for telecommunications.
6. "Telecommunications carrier" refers to an entity who has received registration under Article 9 of the Telecommunications Business Act (Act No. 86 of 1984, last amended by Act No. 5 of 2019, hereinafter referred to as the "Business Act") or has made a notification under Article 16, Paragraph 1 of the Business Act.
7. "Mobile phone carrier" refers to a mobile phone carrier that has entered into a direct or indirect agreement with the Company regarding the provision of wireless data communication and circuit-switched services, including interconnection agreements and other contracts.
8. "Interconnection partner" refers to a telecommunications carrier that has entered into an interconnection agreement or other contract with the Company.
9. "Wireless base station equipment" refers to the telecommunications facilities used to transmit and receive radio waves between communication devices.
10. "Wireless data communication" refers to the transmission of codes using the wireless data

communication packet exchange method provided by mobile phone carriers.

11. "Member identification number" is a combination of numbers, etc., used to identify members, and is sold by the Company to members in providing the Service, and is used to identify communication facilities provided by the Service.

12. "Consumption tax equivalent amount" refers to the amount of consumption tax imposed based on the provisions of the Consumption Tax Act (Act No. 108 of 1988, last amended by Act No. 6 of 2019) and related laws and regulations, as well as the amount of local consumption tax imposed based on the provisions of the Local Tax Act (Act No. 226 of 1950, last amended by Act No. 2 of 2019) and related laws and regulations.

#### Article 3 (Changes to the Terms)

1. The Company may change these Terms in accordance with the provisions of Article 548-4 of the Civil Code, in cases where it is determined that it is difficult to achieve the purpose of the transaction based on these Terms, which is the stable and continuous provision of the Service, in light of all circumstances related to the Service, such as changes in economic conditions, employment environment, exchange rate fluctuations, electricity charges, communication charges, server management costs, changes in regulations and administrative guidance related to the Service, the availability of alternative services (not limited to those provided by the Company), force majeure events such as natural disasters, conflicts, epidemics or government requests related to them, labor disputes, and other factors, whether the change is beneficial or disadvantageous to the Member.

2. When the Company makes changes under the preceding paragraph, it shall clearly indicate the content of the changes to these Terms, the content of the Terms after the change, and the effective date of the change, and notify the Members by posting on the Company's website or through other appropriate methods.

#### Article 4 (Transfer of Rights)

Except in cases where the Company has separately permitted, Members shall not transfer to any third party any rights related to the Service provided under these Terms. If a Member transfers their rights related to the Service to a third party in violation of this Article, the Company may terminate all contracts related to the Service with the Member.

#### Article 5 (Application Limitations)

A Member can apply for only one service per account at the same time.

## Chapter 2: Service Provision Conditions

### Article 6 (Application for the Service)

Members shall apply for the Service by agreeing to the contents of these Terms and following the procedures prescribed by the Company.

### Article 7 (Acceptance of Application)

1. The Company shall accept applications according to the order received, as per Article 6 (Application for the Service). However, this does not apply if there are operational difficulties for the Company.

2. Notwithstanding the provisions of the preceding paragraph, the Company may not accept an application if the Member falls under any of the following circumstances:

(1) It is clear that the Member is likely to default on their payment obligations under the service agreement.

(2) The Member has previously entered into a contract with the Company for services provided by the Company and has had the contract terminated by the Company.

(3) The Member falls under any of the circumstances specified in Article 27 (Termination of Contract), Paragraph 1 of Chapter 5.

(4) The Member provided false information in the application.

(5) The Member is likely to engage in prohibited activities as defined in Article 36 (Prohibited Activities) of Chapter 8 or is determined by the Company to be a part of anti-social forces as described in Article 41 (Representations and Warranties) of Chapter 8.

(6) The Company otherwise deems the applicant unsuitable as a member of the Service.

### Article 8 (Contract Unit and Contract Period)

1. The pickup time and return time for each contract are based on Japan Standard Time.

2. The contract period for the Service is from the pickup time to the scheduled return time.

3. If the period is extended, the scheduled return time will be the return time specified at the time of the extension.

4. The procedure for extending the period must be completed, including payment, by the scheduled return time.

5. Charges will be incurred for the period from the pickup time to the return time.

6. If the return is delayed, overdue usage fees will be incurred from the scheduled return time.

7. If the return is impossible due to a malfunction, water damage, or forgetting to return at the designated return location, the member shall promptly contact the Company and accept

the return through a separate method guided by the Company.

8. The maximum contract period (including extensions) is within 72 hours from the initial pickup time.

#### Article 9 (Changing Application Details)

1. If a member wishes to change the application details of their contract, they must follow the Company's designated procedures and apply for a change in the Service application.

2. Notwithstanding the provisions of the preceding paragraph, the Company may refuse to accept the application for changes if the member falls under any of the following:

(1) It is clear that the Member is likely to default on their payment obligations under the service agreement.

(2) The Member has previously entered into a contract with the Company for services provided by the Company and has had the contract terminated by the Company.

(3) The Member falls under any of the circumstances specified in Article 27 (Termination of Contract), Paragraph 1 of Chapter 5.

(4) The Member provided false information in the application.

(5) The Member is likely to engage in prohibited activities as defined in Article 36 (Prohibited Activities) of Chapter 8 or is determined by the Company to be a part of anti-social forces as described in Article 41 (Representations and Warranties) of Chapter 8.

(6) The Company otherwise deems the applicant unsuitable as a member of the Service.

3. In case of a merger or company split of a corporate member resulting in the succession of the member's status, the person who succeeded the status must promptly notify the Company, providing documentation proving the fact of the succession of the contractual status of the member.

4. The Company shall not be held responsible for any damages or disadvantages arising from the member's failure to receive notifications from the Company due to not providing the required notifications as per the preceding paragraphs. Even if the notice does not reach the member, the member agrees to be treated as having been aware of the contents of the notice when it should normally have arrived.

#### Article 10 (Registration of Member Identification Number, etc.)

The registration of a Member's identification number and other related matters shall be handled through mobile phone carriers in accordance with their terms and conditions, and the Company shall act as an intermediary through its interconnection partners.

## Chapter 3. Communication

### Article 11 (Communication Area)

1. The communication area for the Service within Japan shall be based on the communication area of domestic mobile phone carriers. The Service can only be provided when the connected terminal device is within the communication area. However, even within that area, communication may not be possible in places where radio waves are difficult to transmit, such as indoors, underground, tunnels, building shadows, mountainous areas, and at sea.
2. If a restriction on communication usage by mobile phone carriers occurs based on the provisions of the contract terms for the telecommunication service provided by the mobile phone carrier or a contract concluded between the mobile phone carrier or interconnection partners and the Company, communication may be temporarily restricted.
3. For technical or other unavoidable reasons, relocation or reduction of wireless base station equipment may be carried out without prior notice. In this case, communication may become impossible even within the area mentioned in the previous paragraph.
4. In the cases of the preceding paragraphs, Members shall not be able to claim any damages compensation from the Company due to the unavailability of the Service. However, this shall not apply if it occurs due to the Company's intentional or gross negligence.

### Article 12 (Restriction on Communication Usage)

1. In addition to the cases provided for in the previous article, the Company may restrict communication time or the use of communication in specific areas when communication is severely congested.
2. In the case of the preceding paragraph, if a disaster, incident, or other emergency situation occurs, or is likely to occur, and communication, including matters necessary for disaster prevention or relief, transportation, communication, or power supply security, or maintenance of order, is prioritized for public benefit and urgent matters, measures to suspend communication usage by devices other than mobile radio devices designated by the Minister of Internal Affairs and Communications under the provisions of the Ordinance for Enforcement of the Business Act (limited to those determined through consultation between the Company, interconnection partners or mobile phone carriers and those organizations) may be taken, including measures to suspend communication to specific regional member lines.
3. The Company may restrict or disconnect communication when the communication time during a certain period exceeds the time specified by the Company or when the

communication capacity during a certain period exceeds the capacity specified by the Company.

4. The Company may suspend communication that continuously and substantially occupies bandwidth to ensure fair use among Members and provide the Service smoothly.

5. In the event that communication time or other restrictions or suspension of communication are carried out based on this article, Members cannot claim any damages compensation from the Company due to the restriction of communication time or other factors.

6. The Company may collect, analyze, and store information related to communication for the purpose of restricting communication time or other factors as stipulated in this article.

#### Article 13 (Communication Speed, etc.)

1. The Company adopts the best-effort approach for the communication speed set for the Service.

2. Members shall agree that the actual communication speed is not indicated and may vary due to connection conditions, information communication facilities used by the member, network environment, and other reasons, resulting in a decrease in communication speed.

3. The Company shall not provide any guarantee whatsoever for the communication speed in the Service.

4. Members shall agree in advance that messages, data, information, etc., sent and received using the Service may be damaged or lost due to radio wave conditions and other factors.

#### Article 14 (Limitation of Warranty)

1. The Company cannot guarantee the quality of communication related to the use of telecommunications facilities connected through interconnection points and the like, excluding the Company's telecommunications facilities.

2. Members shall accept in advance that, considering the highly complex nature of the Internet and computer technology levels, communication lines, and infrastructure technology levels, as well as the network itself, the Company cannot necessarily guarantee that the Service will conform to the contract content with the current general technology level.

#### Article 15 (Transmission of Location Information)

1. When a request for location information (referring to information related to the location of the mobile radio device connected to the member line, hereinafter referred to as the same in this article) is made by a method separately specified by the mobile phone carrier from the telecommunications facilities related to the said carrier during communication between the connection point established between the Company and the mobile phone carrier or the

agreed company concerning wireless data communication and the member line, the Member shall agree in advance to transmit the location information to the connection point.

2. The Company shall not be liable for any damages arising from the location information transmitted in accordance with the provisions of the preceding paragraph.

#### Article 16 (Protection of Communication Privacy)

The Company shall protect the privacy of communications handled in providing the Service based on Article 4 of the Business Act and use or store them only within the scope necessary to ensure the smooth provision of the Service.

## Chapter 4. Fees

#### Article 17 (Usage fees and various precautions)

1. The fees for the Service provided by the Company are based on a separately defined fee schedule, including basic usage fees, extension fees, and late usage fees, and Members shall be obliged to pay the fees stated in this article.

2. If the return cannot be confirmed after the scheduled return date and time, the Company may claim late usage fees from the Member.

3. If the device is not returned even after the scheduled return date and time, the Company may claim a compensation fee as stipulated in the fee schedule from the Member.

4. If a Member's device is stolen or lost, the Company will claim a compensation fee as stipulated in the fee schedule. Also, Members have an obligation to report such incidents to the Company.

5. When the Company receives a report as per paragraph 4, we will promptly suspend the line; however, basic usage fees incurred until the line is suspended shall be borne by the Member.

6. Members shall bear the courier fees for receiving and returning the device by courier.

7. The Company shall claim the communication fees for the following events from the Member:

(1) Costs of communication line usage, etc., when the device is lost or stolen and used illegally by a third party.

(2) Costs of communication line usage, etc., when the device is used due to unintended reception by the Member.

8. The communication volume for firmware updates of the device will be borne by the Member.

9. If damage to the Company's equipment is discovered, we will claim a compensation fee as

stipulated by the Company from the Member who caused the damage.

10. Charges will be incurred for the period from the pickup time to the return time. In this case, the period of suspension due to the provision of the Service being stopped according to Article 27 of Chapter 5 (Contract Termination) shall be treated as if the Service was provided in calculating the basic usage fee for the Service.

#### Article 18 (Fee calculation method)

1. The fee calculation method shall be determined according to the fee schedule separately established by the Company.
2. The Company shall round down any fractions less than one yen in the calculation results of fees and other charges.

#### Article 19 (Payment method for fees)

Payment of usage fees shall be by credit card only, and registration and application for necessary items shall be carried out according to the prescribed procedures.

#### Article 20 (Obligation to pay basic usage fees)

1. Payment is confirmed and settled at the time of application confirmation.
2. The payment of basic usage fees during the contract period when the Service cannot be used due to temporary suspension or cessation of use, etc., shall be as follows:
  - (1) If there is a temporary suspension of the use of the Service according to the provisions of Article 29 of Chapter 5 (Temporary Suspension of Use), payment of usage fees for that period is required.
  - (2) If there is a suspension of the use of the Service according to the provisions of Article 27 of Chapter 5 (Contract Termination), payment of usage fees for that period is required.
3. Notwithstanding the provisions of this article, if there are special provisions in the fee schedule, they shall apply.

#### Article 21 (Payment of Universal Service Charges)

The Company will not charge universal service fees for the Service.

#### Article 22 (Payment by Credit Card)

If the payment of fees is made by a credit card as stipulated in Article 19, the fees will be debited from the member-designated account on the transfer date specified in the credit card usage agreement of the relevant credit card company.



#### Article 23 (Rebilling of Fees)

The Company shall rebill fees and other debts if a member has not made the payment even after the payment due date set by the Company has passed.

#### Article 24 (Surcharges)

If a Member unlawfully avoids the payment of fees and other debts, in addition to the amount avoided, the Member shall pay a surcharge equal to twice the avoided amount (excluding the equivalent consumption tax) plus the equivalent consumption tax.

#### Article 25 (Late Interest)

If a Member has not made the payment for the usage fees related to the Service even after the payment due date has passed, the Member shall pay late interest to the Company calculated at an annual rate of 14.5% (the annual rate shall be the rate for 365 days, including leap years) for the number of days from the day following the payment due date until the day before the payment is made, using a method separately designated by the Company. If the calculation of the delayed amount results in a fraction less than one yen, it shall be rounded down.

#### Article 26 (Loss of Benefit of Term)

1. If any of the events specified in the following items occur, the Member shall lose the benefit of the term for all debts, including fees, under this agreement and shall immediately repay those fees and other debts to the Company:

(1) If the Member fails to perform or delays the performance of all or part of the debts, they are responsible for.

(2) If there is an application for bankruptcy, commencement of corporate rehabilitation proceedings, or commencement of civil rehabilitation proceedings or other insolvency proceedings based on laws and regulations for the Member.

(3) If a bill or check pertaining to the member is dishonored.

(4) If there is an application for compulsory exchange procedures based on laws and regulations for the Member's assets, or if there is a provisional attachment, provisional disposition, or delinquency disposition for taxes, etc.

(5) If the Member's whereabouts are unknown.

(6) If it is determined that there are circumstances that hinder the complete performance of the debts the Member is responsible for.

2. If any of the events specified in items 2 to 4 of the preceding paragraph occur, the Member shall promptly notify the Company of the fact.

3. If the Member falls under any of the events specified in the items of paragraph 1 of this

article, the Member agrees in advance that the Company may claim all debts, including fees, under this agreement.

## **Chapter 5. Interruption of Service, Temporary Suspension, and Termination of Contract**

### Article 27 (Termination of Contract)

1. In addition to cases specified in the specifications of the Service, the Company may terminate the contract if a Member falls under any of the following circumstances:

(1) If the Member does not pay the service fees or other debts even after the payment due date has passed (including cases with no payment made in the method specified by the Company, and when the payment is made after the due date, but the Company cannot confirm the payment. The same applies in this article.)

(2) If it is found that the content of the application for the Service is contrary to the facts.

(3) If the Member fails to report changes in the information provided to the Company, or if the content of the report is found to be contrary to the facts.

(4) If actions are taken that may cause disruption or failure to the Company's business or telecommunications facilities related to the Service.

(5) If the Service is used in a state that significantly impairs other Members.

(6) If the Service is used in an illegal state.

(7) If the Company deems that the Member violated the provisions of Article 36, Chapter 8 (Prohibited Matters).

(8) If, in addition to the preceding items, actions that violate the provisions of these Terms and Conditions are taken.

2. If the Company terminates the contract for the Service based on the provisions of the preceding paragraph, it shall, in principle, notify the member of such termination.

3. The Company shall not be liable for any damages resulting from the termination of the contract based on the preceding paragraph.

### Article 28 (Suspension of Service)

1. In the event of a natural disaster, emergency, or other extraordinary circumstances occurring or likely to occur, the Company may take measures to suspend all, or part of the Service provided to Members without prior notice to ensure important communication as defined in Article 8 of the Business Act.

2. Regardless of the legal requirements set forth in the preceding paragraph, the Company may suspend all or part of the Service in the event of a natural disaster, emergency, or other extraordinary circumstances occurring or likely to occur, when our system requires regular or emergency maintenance, or when there is a failure in the telecommunications facilities or other unavoidable reasons.
3. The Company may discontinue all or part of the Service for business, technical, or other reasons.

#### Article 29 (Temporary Suspension of Use)

1. The Company may suspend the provision of the Service if any of the following circumstances apply:
  - (1) When it is inevitable for the maintenance or construction of the telecommunications facilities of the Company, interconnection partners, or mobile phone carriers
  - (2) When communication usage is restricted according to Article 12, Chapter 3 (Restrictions on Communication Usage)
  - (3) When communication usage is restricted by the terms and conditions of the mobile phone carrier
2. The Company shall not compensate for damages or refund all or part of the service fees due to the suspension of use based on this article.

## **Chapter 6. Damage Compensation**

#### Article 30 (Limitation of Liability)

1. The Company shall be liable for damages to Members only when the Service is not provided due to a reason attributable to the Company, and the Service is completely unavailable (including cases where significant disruption occurs in all communications due to the telecommunications facilities related to this contract, and the situation is equivalent to being completely unavailable. The same applies in this article.) for 72 hours or more continuously from the time the Company recognizes the situation.
2. In the case of the preceding paragraph, the Company shall calculate the number of days for each 24-hour period during which the Service is completely unavailable from the time the Company recognizes the situation (limited to the part that is a multiple of 24 hours), and consider the amount stipulated in the separate fee schedule for the corresponding number of days related to the Service as damages and compensate for that amount only.

#### Article 31 (Exemption)

1. Regarding the scope of the Company's liability for damages to Members caused by changes or loss of content stored in telecommunications facilities or other equipment related to the Service during installation, removal, repair, or restoration, we shall compensate for the direct and actual damages suffered by the Member up to the limit, but we shall not be liable for damages arising from reasons not attributable to the Company, damages arising from special circumstances regardless of the presence or absence of our foresight (special damages), and indirect damages including lost profits. However, this does not apply if the Company has caused damage to the Member due to our intentional or gross negligence.
2. The Company shall not bear the cost of modification or change (hereinafter referred to as "modification, etc." in this article) of self-operated terminal equipment or other equipment required due to changes in technical specifications or other provision conditions related to the Service or changes in telecommunications facilities.
3. Notwithstanding any provision of these Terms, the provisions of this Article shall define all the liability for damages that the Company shall bear under these Terms.

## Chapter 7. Maintenance

#### Article 32 (The Company's Maintenance Responsibility)

The Company shall maintain its telecommunications facilities in compliance with the Regulations for the telecommunications facilities for the use of telecommunications business (1985, Ministry of Posts and Telecommunications Ordinance No. 30, last amended: 2019, Ministry of Internal Affairs and Communications Ordinance No. 5).

#### Article 33 (Member's Maintenance Responsibility)

1. In the case where an ID and password are assigned to a Member in connection with the use of the Service, the Member shall be responsible for managing the ID and password.
2. Members shall not lend their ID and password assigned by the Company to a third party. However, if the Member is a corporation (including that equivalent to a corporation as recognized by the Company) and notifies the Company in writing in advance according to the method designated by the Company and the Company accepts it, this restriction does not apply.
3. Members shall consider the use of the Service by their ID and password (including cases where automatic authentication of the ID and password is made and the Service can be used by a third party without the Member's involvement due to the connection and setting of the

equipment or network) as their own use, regardless of whether the use was by the Member themselves or not.

4. The Company shall not be liable for any damage caused by the misuse of the ID and password or the use by a third party.

#### Article 34 (Repair and Restoration)

1. In the event of a failure or loss of the telecommunications facilities installed by the Company, we shall endeavor to repair or restore it promptly.

2. In the case of the preceding paragraph, if the Company cannot repair or restore all of the equipment, we shall prioritize the repair or restoration of the telecommunications facilities related to the communication that will be given priority treatment pursuant to the provisions of Article 12 of Chapter 3 (Restriction on Use of Communication) in order to secure such communication, and we shall repair or restore the telecommunications facilities according to the method separately determined by the Company.

## Chapter 8. Miscellaneous Provisions

#### Article 35 (Collection and Use of Information)

1. We may use the information obtained and held in connection with the Service for the purposes set forth below.

(1) To improve the convenience and quality of the Company's Service, and to provide services and technology to Members

(2) To provide the latest version of the device

(3) To provide customer support, such as responding to inquiries from Members and providing guidance on procedures related to the use of the Company's Service and information

(4) To analyze usage, measure effectiveness, and conduct various marketing research and analysis

(5) To determine eligibility for benefits offered by the Company

(6) For other operations necessary for the provision of the Company's services

2. If we collect and use information necessary to provide technical support and other services to Members, Members shall agree in advance that if the necessary information is not provided by the Member, the Company may not be able to provide adequate technical support and other services.

## Article 36 (Prohibited Actions)

Members shall not engage in the following acts when using the Service.

- (1) Acts that infringe on the intellectual property rights or other rights of others
- (2) Acts that infringe on the property, privacy, or publicity rights of others
- (3) Acts that defame or significantly damage the reputation or credibility of others
- (4) Criminal acts such as fraud and business obstruction, or acts that incite or instigate such crimes
- (5) Sending or posting obscene, child pornography or child abuse images or documents
- (6) Acts related to drug crimes, abuse of regulated drugs, or promoting unapproved medicines, or advertising loans without registration
- (7) Establishing or soliciting pyramid schemes
- (8) Tampering with or deleting information on other people's websites or information accessible through the Service
- (9) Sharing one's ID information with others or placing it in a shareable state with others
- (10) Impersonating others while using the Service (including unauthorized use of other Members' ID information and manipulation of email header sections for disguise)
- (11) Sending computer viruses or other harmful computer programs or leaving them in a state where others can receive them
- (12) Posting advertisements or other content on bulletin boards or other platforms managed by others (including net news, mailing lists, chat, and SMS) in a manner or content contrary to the intentions of the administrators
- (13) Sending advertising, promotional, or solicitation emails without the recipient's consent
- (14) Sending offensive or potentially offensive emails (harassing emails) without the recipient's consent
- (15) Engaging in or soliciting participation in illegal gambling
- (16) Engaging in, intermediating, or soliciting illegal activities (such as transferring firearms, manufacturing illegal explosives, providing child pornography, forging public documents, murder, and extortion)
- (17) Sending gruesome information such as images of murder scenes, images or information of animal abuse, or any other information that would cause significant disgust to others
- (18) Acts that induce or encourage suicide or introduce methods of suicide that may harm others
- (19) Encouraging the publication of information that leads to crime or illegal acts, defamation, or invasion of privacy
- (20) Any other acts that violate public order and morals or infringe on the rights of others as determined by the Company

- (21) Unauthorized access to facilities, equipment, or systems owned by others
- (22) Connecting for extended periods or with a large number of communications by mechanical dialing or similar means
- (23) Using the Service in a manner that imposes a significant load on servers managed by others or interferes with their operation
- (24) Providing links in a manner that supports any of the foregoing acts while knowing that they fall under any of the preceding items
- (25) Intentionally leaving a connection open, or otherwise interfering with the transmission and exchange of communication
- (26) Acts that intentionally generate a large number of incomplete calls or create the risk of communication congestion
- (27) Using an automatic telephone dialing system or synthetic or recorded voice to send commercial advertisements or solicitations to a large number of third parties without their consent
- (28) Using an automatic dialing system or synthetic or recorded voice communication to send offensive voice messages to third parties
- (29) Modifying or deleting phone numbers or other information registered on the SIM
- (30) Connecting a device capable of acquiring location information to a Member's line and allowing others to possess it while engaging in or potentially engaging in acts that violate the privacy of the possessor
- (31) Any other acts that violate laws, regulations, public order, and morals or significantly infringe on the rights of others
- (32) Acts that the Company determines may fall under any of the preceding items

#### Article 37 (Principle of Personal Responsibility)

1. Members shall bear full responsibility for the use of the Service by the Member and all acts performed using the Service (including the use and acts of others deemed to be by the Member; the same shall apply hereinafter).
2. Members shall, when using the Service, be responsible for resolving and settling at their own expense any damages caused to others (regardless of whether they are within or outside the country, hereinafter the same applies) or any claims made by others. The same shall apply when a Member suffers damage from a third party or notifies a third party of a claim in connection with the use of the Service.
3. If a Member has a request, question, or complaint about the acts of others, the Member shall directly notify the other party of such and resolve the issue at his or her own responsibility and expense.

4. The Company may claim compensation for any damage caused to the Company by the Member's intentional or negligent actions.

5. Members, when using a third party's computer or network (hereinafter referred to as "other party's network") other than the Company's through the Service, shall comply with any precautions regarding the use of the other party's network displayed by its administrator, follow their instructions, and refrain from engaging in any activities that fall under the prohibitions listed in Article 36 (Prohibited Matters) while using the other party's network.

6. The company shall not be responsible for any use of other party's networks through the Service.

7. If a Member installs a server or similar equipment using the Service, the Member shall bear all responsibility for any troubles caused by or related to the server or similar equipment. If the Company suffers damages due to the server or similar equipment, the Member shall be obliged to compensate for the damages.

#### Article 38 (Notification of Information to Other Telecommunications Carriers)

Members agree in advance that if they do not pay their fees or other debts, the Company may notify other telecommunications carriers of the Member's name, address, identification number, payment status, and other information (limited to those necessary for identifying the Member and those related to payment status, as separately specified by the Company).

#### Article 39 (Handling of Personal Information)

1. Personal information obtained from Members and information concerning Members that becomes known in the course of performing the Service (hereinafter referred to as "personal information") will be handled within the necessary scope based on the Company's privacy policy and will not be disclosed to third parties, except in the following cases:

(1) When disclosure is required by law

(2) When a warrant is issued by a judge and the presentation of the Member's personal information is requested

(3) When there is an imminent danger to life, body, and property, etc., and it is deemed urgent

(4) When using personal information with the consent of the Member or others

2. The usage status of Members may be processed as statistical information that does not allow personal identification, or provided to third parties, subject to the consent of the Member, for the use of the Company and affiliated businesses.

3. Members agree that personal information and customer information of Members will be exchanged between interconnection partners and subcontractors, such as transportation companies, for the appropriate operation of the Service.



#### Article 40 (Protection of Communication Privacy)

1. The Company shall protect the privacy of communications handled in providing the Service based on Article 4 of the Business Act, and use or store such information only in a manner that does not allow for the identification of individuals (including editing and processing into statistical information) to ensure the smooth provision of the Service.
2. The Company shall not be bound by the confidentiality obligation in the preceding paragraph to the extent specified in the compulsory measures, orders, laws, or warrants based on Article 218 of the Code of Criminal Procedure (search by warrant) or other provisions of the same law or the wiretap law.
3. If the Company deems it necessary to identify, pay, and collect debts and credits related to the use of the Service by a Member, the Company may disclose information to financial institutions such as credit card companies or business partners within the necessary scope, and shall not be bound by the confidentiality obligation in paragraph 1 in such cases.
4. If a Member engages in prohibited activities that fall under any of the items in Article 36 (Prohibited Matters) and interferes with the provision of the Service, or if it can be objectively and reasonably judged that providing a part of the information belonging to the communication privacy constitutes legitimate self-defense or emergency evacuation in response to such interference, the Company may provide a part of the information belonging to the Member's communication privacy only within the necessary scope to ensure the smooth provision of the Service and prevent interference to those who need it.

#### Article 41 (Representations and Warranties)

1. Members represent and warrant that they are not, at the time of entering into this agreement and thereafter, a part of any organized crime group, affiliated companies, organizations, or other antisocial forces (hereinafter collectively referred to as "antisocial forces") and are not under the control or influence of such antisocial forces.
2. If it is reasonably determined that a Member falls under any of the following categories, the Company may terminate the service agreement without any notice:
  - (1) Belonging to antisocial forces.
  - (2) Antisocial forces are substantially involved in the management.
  - (3) Utilizing antisocial forces.
  - (4) Providing funds or benefits to antisocial forces or otherwise being involved with them.
  - (5) Having a socially condemnable relationship with antisocial forces.
  - (6) Using oneself or a third party to engage in deceptive, violent acts, or threatening language against related parties.

3. Members who fall under any of the categories in the preceding paragraph shall be liable for compensating the Company for any damages incurred due to such termination and may not claim compensation for their own damages from the Company.

#### Article 42 (Transfer and Assignment of Rights)

1. Members shall consent in advance to the assignment of claims related to the Service to the assignee designated by the Company. In this case, the Company may suspend or discontinue all or part of the Service without obtaining the consent of the Member by giving prior notice.

2. Members shall accept the assignment of claims from a business operator other than the Company providing the Service (limited to those designated separately by the Company; hereinafter the same in this Article) according to the provisions of the terms and conditions set by the said business operator, and consent in advance to the Company's assignment of claims. In this case, the business operator providing the Service and the Company shall not be required to provide individual notifications to Members or requests for consent to the assignment.

#### Article 43 (Severability)

If any provision of these Terms is found to be in violation of the law and deemed invalid or unenforceable, the other provisions shall remain valid and enforceable.

#### Article 44 (Agreed Jurisdiction)

Any disputes arising from these Terms or the Service or any rights and obligations arising from the Service shall be subject to the exclusive jurisdiction of the Osaka District Court by agreement.

#### Article 45 (Governing Law)

Japanese law shall be the governing law for these Terms and the relationship between the Member and the Company based on these Terms.

(Implemented on November 1, 2022)

## Price List

### 1. Basic Usage Fee

Name of the Rate Plan	Price (incl. tax)
1GB/24-hour Plan	600 JPY
3GB/24-hour Plan	770 JPY
5GB/24-hour Plan	990 JPY
10GB/24-hour Plan	1,320 JPY

- (1) The above amount will be settled at the time of application completion.
- (2) From the perspective of preventing unauthorized removal, a credit limit equivalent to a compensation fee of 22,000 yen (tax included) will be set at the time of application completion.

### 2. Extension Fees

Item name	Price (incl. tax)
Usage Time Extension (1 hour)	110 JPY
Usage Time Extension (24 hour)	550 JPY
Additional capacity (1GB)	220 JPY

- (1) The above amount will be settled at the time of application completion.
- (2) The maximum usage time extension is 72 hours from the pickup date and time.

### 3. Late fees and Settlements Amounts

Item name	Price (incl. tax)
	220 JPY
Settlement Amount (per device)	22,000 JPY

- (1) If the device rented to the Member is returned after the scheduled return date and time, a late fee will be charged.
- (2) If the return is not confirmed 24 hours after the scheduled return date and time, a settlement amount, including the device price and late fee, will be charged.
- (3) If the device rented to the Member is damaged or lost (including theft) due to a reason attributable to the Member, a settlement amount will be charged.
- (4) In case the device is damaged, the damaged condition will be confirmed by the Company when the device is returned.